

EXHIBIT 2

J.P.Morgan

JASON C. KLEIN
Executive Director, Assistant General Counsel
Legal and Compliance Department

March 10, 2009

VIA FED EX

Donald McKinley
Regional Counsel
Federal Deposit Insurance Corporation
Receiver of Washington Mutual Bank, Henderson, Nevada
1601 Bryan Street, Suite 1701
Dallas, TX 75201

Re: *American National Ins. Co. v. JPMorgan Chase Bank, NA and JPMorgan Chase & Co.*, No. 09CV0199 (District Court, Galveston County, Texas, 122d Judicial District Filed Feb. 24, 2009) (the "Action")

Dear Mr. McKinley:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") between the Federal Deposit Insurance Corporation as Receiver of Washington Mutual Bank, Henderson, Nevada ("FDIC") and JPMorgan Chase Bank, N.A. ("JPMCB"). Pursuant to Sections 12.1, 12.2(a) and 13.7 of the Agreement, JPMCB hereby notifies the FDIC of the above-captioned Action and requests that the FDIC indemnify and hold harmless JPMCB and JPMorgan Chase & Co. ("JPMCC" and, collectively with JPMCB, "JPMC") with respect to the Action.

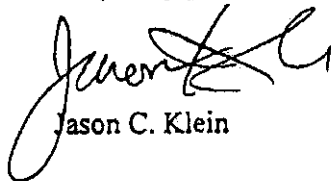
In brief, the plaintiffs allege that they were common equity and bondholders of Washington Mutual, Inc. ("WMI") and/or Washington Mutual Bank ("WMB" and, collectively with WMI, "WaMu"). Plaintiffs claim that JPMC tortiously interfered with their contract rights by inducing WaMu's breach of bond obligations to them. Plaintiffs also claim that JPMC breached confidentiality agreements executed with WaMu and that as shareholders and bondholders they have a derivative interest in protecting WaMu from the harm caused by the alleged breaches. Finally, plaintiffs assert that JPMC was unjustly enriched at their expense. A copy of the complaint is enclosed.

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Please be advised that JPMC's initial response to the complaint is presently due on March 23, 2009. Given this rapidly approaching deadline, JPMC is in the process of retaining counsel to defend the Action. Based on JPMC's indemnification rights under the Agreement, we assume that the FDIC will reimburse JPMC for any fees and costs it incurs prior to the FDIC's assuming the defense.

We will inform you as soon as we have retained counsel. In the meantime, please do not hesitate to contact me with any questions you may have or if the FDIC would prefer to retain counsel and defend the Action itself. If so, we would appreciate being consulted in advance.

Very truly yours,



Jason C. Klein

cc: Thad Fenton
Stephen Pruss
Robert Schoppe
Daniel P. Cooney
Michael Lipsitz
Deputy Director (DRR – Field Operations Branch)